



MARINA BOAT RENTAL AGREEMENT

PARTICIPANT SECTION: Please Print Legibly

Date _____, 20__

First Name _____ Last Name _____

Street Address _____

City _____ State _____ Zip Code _____

Contact Phone # (_____) _____ - _____ Birth Date ___ / ___ / ___

Email Address: _____ @ _____ . _____

Legal Guardian's Name (If participant is under 18 Years) _____

Damage Charges: Anchor \$20, Trolling Motor \$180, Battery \$60, Kayak Paddle \$25, Canoe Paddle \$25, Oars \$25/ea., life vests \$25, Retrieval Fee \$10, Boat Damage-Variable

Waiver and Release of All Claims & Assumption of Risk

Please read this form carefully and be aware that, in consideration for participating in this activity, and for the use of rental equipment, you will be waiving and releasing any and all claims you may have for injuries you or your minor child/ward might sustain as a result of participating in this activity and/or any activity associated with or connected with this activity and the use of the requested equipment.

I have inspected on behalf of my minor child/ward said equipment and acknowledge that upon receipt it is in good working order with no defects or abnormalities. I recognize and acknowledge that there are certain known and unknown risks of physical injury to persons utilizing the above equipment and all activities in connection with the use of this equipment and I voluntarily and fully choose to assume any and all such risks and dangers on behalf of myself and/or minor child/ward.

I hereby fully and forever waive, release and relinquish any and all claims, demands and actions whatsoever that I may have or may accrue to me for any injury of any nature whatsoever, including death of my minor child/ward against the City of Crystal Lake, its officers, employees, volunteers and agents arising out of the use of said equipment and all activities in connection with the use of said equipment.

I further guarantee to defend, indemnify and hold harmless the City of Crystal Lake against any and all liabilities, claims, damages, losses, costs and expenses resulting from injuries, damages and losses sustained by me or my minor child/ward and arising out of, connected with, or in any way associated with the use of the above equipment and all activities in connection with the use of said equipment.

I have read and fully understand the important information above and on the reverse including warnings of risk, assumption of risk and waiver and release of all claims. Furthermore, by signing below, I am agreeing to abide by the facility rules and policies as explained on the reverse side of this agreement:

Print Passenger Names or Parent/Guardian	Signatures of Passengers or Parent/Guardian
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____

MARINA ATTENDANT USE ONLY

Time Out _____ a.m / p.m.

Time In _____ a.m / p.m.

Type of Watercraft & Equipment Rented (Circle):

12' Fishing Boat: Combo / Trio

14' Fishing Boat: Combo / Trio

Canoe / Single Kayak / Tandem Kayak

2 Paddle / 4 Paddle / Swan Paddle / Manual Paddle Pontoon / Electric Paddle Pontoon / Sailboat

Fish Finder / Spare Battery



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Warning of Risk

The City of Crystal Lake is committed to conducting recreation programs and activities in a safe manner and holds the safety of participants in high regard. The staff continually strives to reduce risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants and parents/guardians of minors renting equipment for recreational activity must recognize that there is an inherent risk of injury or death when choosing to participate in any recreational activity.

You are solely responsible for determining if you or your minor child/ward is physically fit and/or skilled for the activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant, disabled in any way or recently suffered an illness, injury or impairment, to consult your physician before undertaking any physical activity.

Recreational activities are intended to challenge and engage in physical, mental and emotional resources of each participant. Despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury or death when participating in a particular activity, and participants must understand that certain risks, dangers and injuries due to acts of God, inclement weather, slipping, falling, inadequate or defective equipment, failure in supervision, or instruction, poor skill level or conditioning, carelessness, horseplay, premises defects and all other circumstances inherent to indoor and outdoor recreational activities/programs exist. In this regard, it must be recognized that it is impossible for the City of Crystal Lake to guarantee absolute safety.

Important Three Oaks Recreation Area Facility Rules And Policies Related to Equipment Rental

Deposits: Rentals will be completed only when accompanied by a picture ID.

- Three Oaks staff reserves the right to refuse rental to any individual due to/but not limited to the following criteria: boating proficiency, age, unwillingness to abide by established policies, or the apparent influence of drugs or alcohol.
- Renters and passengers must at all times remain inside the boat and avoid adversely impacting the recreational experience of other patrons.
- Boaters must review and display an understanding of safety and operational guidelines before leaving the shore with rental craft. It is solely the renters' responsibility to ensure that they are adequately prepared to operate the craft according to the present or potential conditions on the lake.
- Renters will be asked to indicate an estimated outing time limit, allowing staff to maintain an outing log for billing and/or waiting list procedures.
- Rental charges will be accrued in one-half hour increments; final rates will be established upon return of equipment. Three Oaks staff alone will determine final rates and damage fees due and collectable, if in excess of the damage deposit.
- Accessibility to certain areas of the lake may be limited based on rentals, special events, lake conditions, or boater proficiency.
- Renters will be denied rental use in the absence of a signed Equipment Rental Agreement waiver.
- All renters and passengers **must wear** a USCG approved Personal Flotation Device provided by Three Oaks Recreation Area.
- Although Lake Staff may provide assistance in the event of equipment failure, there is no continual surveillance of every portion of the lake.
- Marina and/or Lake Staff reserves the right to deny access of any kind to the lake based on water or weather conditions.
- There is **absolutely no swimming or wading** from watercraft.
- Renters will be expected to respond to warnings of lake and/or weather conditions that may be communicated by Lake Staff via a warning siren and/or flag system.
- Consuming alcoholic beverages in conjunction with any water-based activity is prohibited.
- **No docking allowed at piers away from the Marina or onshore.** These are to be used for emergency use only.
- Participant will be held responsible for loss or damages to Three Oaks Recreation Area property.

Please Note - All participants must read and sign waiver on the reverse side of this document